

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 11/17/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of Extension agreement with Anderson Outdoor Advertising, at the Key West International Airport.

ITEM BACKGROUND: Term of the original agreement may be extended for an additional five years. Written notice of request to extend agreement is attached.

PREVIOUS RELEVANT BOCC ACTION: Approval of original agreement, January 19, 2000.

CONTRACT/AGREEMENT CHANGES: Extends expiration date from 11/30/04 to 11/30/09.

STAFF RECOMMENDATION: Approval

TOTAL COST: N/A

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS:

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: ~ 74,900.00, FY 2004

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

DIRECTOR OF AIRPORTS APPROVAL \_\_\_\_\_

  
Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

F7

DISPOSITION: \_\_\_\_\_

/bev  
APB

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Anderson Outdoor Advertising

Effective Date: 12/1/04

Expiration Date: 11/30/09

Contract Purpose/Description: Extension Agreement, Advertising Agency Agreement, for Key West International Airport.

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/Courier Stop)

for BOCC meeting on: 11/17/04

Agenda Deadline: 11/2/04

## CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

## ADDITIONAL COSTS

Estimated Ongoing Costs: N/A  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	10/29/04	( ) (X)	<u>Peter Horton</u> for Risk Management	10/29/04
Risk Management	10/27/04	( ) (X)	<u>M. Slawick</u> for OMB	10/27/04
O.M.B./Purchasing	1/1/04	( ) (X)	<u>Pedro Mercado</u> County Attorney	10/27/04
County Attorney	1/1/04	( ) ( )		10/11/04

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXTENSION AGREEMENT**

### **ANDERSON OUTDOOR ADVERTISING**

Key West International Airport

THIS Extension Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and ANDERSON OUTDOOR ADVERTISING, INC., hereafter Contractor.

WHEREAS, on the 19th day of January, 2000, the parties entered into an agreement for an advertising agent to handle all advertising at the Key West International Airport, hereafter original agreement, which is attached to this extension agreement and made a part of it; and

WHEREAS, the original agreement term ends on November 30, 2004, but the parties desire to extend the original agreement term by five years; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 1 of the original agreement is amended to read:

1. Term. This Agreement is for a term of five (5) years, commencing on December 1, 2004 and expiring on November 30, 2009.

2. Except as set forth in paragraph one of this extension agreement, the terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

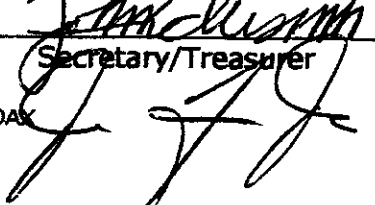
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA


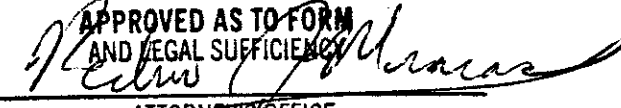
By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairperson

(SEAL)  
Attest:

ANDERSON OUTDOOR ADVERTISING, INC.

By   
Secretary/Treasurer  
jairAOAK

By   
John H. Anderson, President  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
ATTORNEY'S OFFICE  
DATE 10/1/04

## ADVERTISING AGENCY AGREEMENT

THIS AGREEMENT is entered into this 19<sup>th</sup> day of JANUARY, 2002 by and between the Board of County Commissioners, Monroe County, Florida, hereinafter referred to as the County, and Anderson Outdoor Advertising, hereinafter referred to as Contractor.

WHEREAS, the County has determined that it is in the best interest of the County to contract for an advertising agent to handle all advertising at the Key West International Airport terminal; and

WHEREAS, the Contractor was the most responsive and financially beneficial bidder responding to the RFP for such services; and

WHEREAS, the Contractor's proposal to the County contains a 50% revenue sharing and guaranteed minimum monthly payment of \$3000 to the County; now, therefore

IN CONSIDERATION of the below covenants and promises, the parties hereto do agree as follow:

1. TERM. The initial term of the Agreement is for a period of five (5) years beginning on December 1, 1999, with an option to extend for an additional five (5) years if the Contractor provides written notice of its desire to extend this agreement 30 days or more before the end of the initial five year term.
2. SCOPE OF SERVICES. The Contractor services shall include, but not be limited to, the following: Obtain advertisers, contract for space, install, service and maintain all advertising displays. The Contractor's proposal is attached hereto as Exhibits A and B and incorporated herein. All services described in said proposal shall be included in the scope of services. All advertising shall be subject to approval by the Airport Manager, which approval shall not be unreasonably withheld.
3. REVENUE. All advertising income shall be divided 50% to Monroe County and 50% to the Contractor.
4. PAYMENT. All payments shall be made to the Lessor monthly by check for the prior calendar month. The monthly payment shall be the greater of the 50% of the prior month's advertising income or \$3000. If any payment is not made within the first 15 days after the end of the month during which the advertising income was received by Contractor, the Contractor shall pay interest thereon, computed at the rate established under Sec. 55.03, FS, for the year in which the payment became overdue. With the prior approval of the capital expenditures by the Airport Manager, the Contractor is entitled to a waiver of payment on advertising revenue equal to 50% of the cost of capital acquisitions.
5. RECORDS. All records and documents pertaining to such advertising contracts shall be open to inspection during normal working hours, upon written request from the Airport Manager, the County, the Clerk of Court, or their representatives. All such

records shall be retained by Contractor for a period of three years after the expiration of this Agreement.

6. RATE CONSULTATIONS. Contractor shall consult with the Airport Manager on the setting of advertising rates to insure that Monroe County receives as much revenue as possible, in line with rates that will insure fair market value of the available space.

7. LAWS AND REGULATIONS. Any and all services, materials and equipment provided under this Agreement shall comply fully with all local, state and federal laws and regulations.

8. TAXES. The County is exempt from federal excise and state of Florida sales tax.

9. RELATIONSHIP OF PARTIES. The Contractor is an independent contractor and neither it nor its employees shall, under any circumstances, be considered servants or agents of the County; and the County shall at no time be legally responsible for any negligence or omission on the part of Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation. The Contractor shall be required to list any and all potential conflicts of interest as defined by Florida Statutes Chapter 112 and Monroe County Code and shall disclose to the County all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any clients' interest which may conflict with the interest of the County.

10. ASSIGNMENT. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the County.

11. COMPLIANCE WITH NON-DISCRIMINATION LAWS. The Contractor shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement.

12. INSURANCE. The Contractor shall maintain insurance coverage throughout the term of this contract in accordance with attachment "C".

13. HOLD HARMLESS. The Contractor covenants and agrees to indemnify and hold harmless the Board of County Commissioners for Monroe County from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with or by reason of services under this Agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

14. RULES AND REGULATIONS.

A. COMPLIANCE. Contractor shall comply with all ordinances of the County, including any reasonable rules and regulations with respect to use of Airport property, as the same may be amended from time to time, all additional laws, statutes, ordinances, regulations and rules of the federal, state and county governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement, including specifically, without limiting the generality hereof, federal air and safety laws and regulations and federal, state, and county environmental, hazardous waste and materials and natural resources laws, regulations and permits.

B. VIOLATIONS. The Contractor agrees to pay on behalf of the County any penalty, assessment, or fine, issued against the County, or to defend in the name of the County any claim, assessment, or civil action, which may be presented or initiated by any agency or office of the federal, state, or county governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, employees or invitees have violated any law, ordinance, regulation, rule or directives described in 15(A) above.

15. GOVERNING LAW/VENUE. This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Contractor. Venue for any dispute shall be in Monroe County.

16. ENTIRE AGREEMENT/AMENDMENT. This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

17. SEVERABILITY. If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such provision other than those as to which it is invalid or unenforceable shall not be effected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitting by law.

18. PERSONAL PROPERTY. Any personal property of Contractor or others placed in the premises of the Airport shall be at the sole risk of the Contractor or owners thereof, and the County shall not be liable for any loss or damage.

19. NOTICE. Notices to either party as required by this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

For County  
Airport Manager  
Key West International Airport  
3491 S. Roosevelt Blvd.  
Key West, FL 33040

For Contractor  
John H. Anderson, President  
Anderson Outdoor Advertising  
1104 Truman Avenue  
Key West, FL 33040

20. NON-DISCRIMINATION.

A. Contractor shall furnish all services authorized under this agreement on a fair, equal, and non-discriminatory basis to all persons or users thereof, charging fair, reasonable, and non-discriminatory prices for all items and services which it is permitted to sell or render under the provisions hereof.

B. The Contractor for itself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the provision or use of services;

2) that the Contractor shall use the Airport premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

21. AUTHORIZED USES ONLY. The Contractor shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Contractor under this Agreement.

22. FEDERAL SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this AGREEMENT shall be subordinate to the right of the United States of America.

23. RIGHTS OF COUNTY AT AIRPORT. The County shall have the absolute right, without limitation, to repair, reconstruct, alter or add to any structures and facilities at the Airport, or to construct new facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Contractor for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole act of negligence of the County, its employees, or agents.

24. RIGHTS RESERVED. Rights not specifically granted the Contractor by this Agreement are reserved to the County.

25. AUTHORITY. The Contractor's name in the Agreement is the full name as designated in its corporate charter and the signatory is empowered to act and contract for the Contractor. This Agreement has been approved by the Contractor's Board of Directors.

26. ETHICS CLAUSE. Contractor warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee in violation of Sec. 2 of Ordinance No. 10-1990, or any County officer or employee in violation of Sec. 3 of Ordinance No. 10-1990. For breach or violation of this provision, the County may, at its discretion, terminate this Agreement without liability, and may also, at its discretion, add to the Agreement price or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

27. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids n leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.



Attest: DANNY L. KOLHAGE, CLERK

By *Jamile G. Hancock*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Shirley Freeman*  
Mayor/Chairman

(SEAL)  
Attest:

By *John H. Anderson*  
Secretary/Treasurer

jairiaod *Beretta Moore*

ANDERSON OUTDOOR ADVERTISING

By *John H. Anderson*  
John H. Anderson, President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By *Robert N. Wolfe*  
ROBERT N. WOLFE  
DATE 12-6-99



**EXHIBIT 'A'**

ANDERSON  
1104 Truman Avenue  
Key West FL 33040  
(305) 561-1088

# Anderson Outdoor Advertising


Key West International Airport

Airport Advertising Proposal

Anderson Outdoor Advertising Inc., and/or its principal, John H. Anderson, have been engaged in the Outdoor Advertising industry within the counties of Dade, Broward, Monroe and Palm Beach, and the cities of Dania and Cooper City, and Key West, Florida, and further licensed for the entire State of Florida, for the more precise purpose of Ownership, Management, Operation, Marketing and/or Control of illumination and non-illuminated Outdoor Advertising Displays, since 1990. A member in good standing with Shelter Advertising Association, Traffic Audit Bureau and the Key West Chamber of Commerce.

Anderson Outdoor Advertising, Inc. desires to expand the existing scope of its business to include in Airport Advertising.

Sincerely,



John H. Anderson  
President



**EXHIBIT 'B'**

ANDERSON

1134 Truman Avenue  
Key West FL 33040  
305 561 4088

Schedule "B"

Anderson Outdoor Advertising, Inc.

Advertising Acceptance Code

We at Anderson Outdoor Advertising, Inc. share the public interest in the environment, public health and in the public good.

We are aware that shelter advertising informs, guides, directs and warns the general public about things we must consider in our daily lives and we are further aware of the unique ability of shelter advertising to deliver advertising messages to specific demographic groups.

We strongly encourage our clients to become actively involved in the communities they serve and to be sensitive to the concerns of those communities. We encourage our members to contribute public service advertisements supporting community projects and combating such activities as drug use, alcohol abuse and drunk driving:

We discourage the placement of advertisements for products which are illegal for sale to minors on shelter displays within immediate view of schools or children's playgrounds. We also recognize the sanctity of established places of worship, and discourage the placement of such advertisement intrusively adjacent to them as well. We further discourage morally offensive, false, misleading or deceptive advertisements.

Member of:

Greater Key West Chamber of Commerce  
Shelter Advertising Association



ANDERSON

1104 Truman Avenue  
Key West FL 33040  
(305) 561-4088

# Anderson Outdoor Advertising

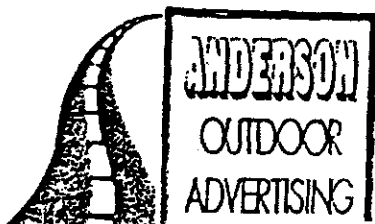
## Transit Advertising

### Specifications

#### Proposal Contents

1. Company history, Proposal, including references.  
(Schedule "A")
2. Type of Advertising to be provided:
  - a. Includes advertising rates, specifications, cost, and cost of installation per display.  
(Schedule "B" & "C")
3. Operating budget and revenue projections.
4. Percentage of revenue to be paid to the Key West International Airport and payment schedule.
5. Insurance Binder with Key West International Airport as additional insured.
  - a. liability agreement
  - b. maintenance contract  
(Schedule "D")
6. Commencement Schedule  
(Schedule "E")

1104 Truman Avenue  
Key West, Florida 33040



ANDERSON

1104 Truman Avenue

Key West FL 33040

(305) 561 4088

Company would keep in force, during any agreed upon term, the insurance coverage required. This would include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of the contractors. (Schedule "D")

Term to be negotiated between Company and County Commission.

**SPECIFICATIONS:** Upon award, specifications for Airport Advertising and their installation, shall include the following:

Installation shall be in accordance with all applicable codes. Including Monroe County Sign Code Ordinance. (See Schedule "C").

**COSTS OF INSTALLATION, MAINTENANCE AND REMOVAL:** The company shall be solely responsible for all expenses with regard to the Airport Advertising, including but not limited to:

- a. Cost of planning, materials, labor and construction; all in accordance with plans and specifications contained herein, of any and all advertising within the Airport.
- b. All costs of installation, maintenance and repair, and removal.
- c. The costs required to inspect, clean, remove stains, remove graffiti, and other deleterious material in and on the advertising on a regular basis.
- d. To repair at company's, own expense, all damaged or excessively worn parts or any of their portions.
- e. All repair/replacements parts shall be new and installed having highest quality of workmanship generally accepted in the Industry.
- f. Ensuring the advertising posters remain in good condition.



ANDERSON

1104 Truman Avenue

Key West, FL 33040

(305) 561-1088

**ADVERTISING:** The company shall have the exclusive right to market and install imprinted advertising on prescribed areas within the Airport and receive revenue from sales of advertising.

Company shall endeavor to maintain a standard of good taste in all advertising placed and shall conform with all applicable ordinances. (See Schedule "B").

**LOCATION:** The county grants the company the exclusive right to place advertising at specific locations within the Airport, authorized by the Airport Administrator.

## II. TYPE OF ADVERTISING

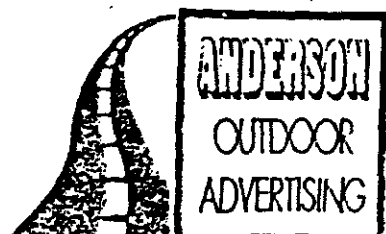
Anderson Outdoor Advertising, Inc., has a reputation of creating "State of the Art" advertising mediums. This same creativity will be utilized in our Airport Advertising Units.

The initial cost to Anderson Outdoor Advertising, Inc., per box, will range between \$1,000 to \$5,000 per display case, depending on which size panel the advertiser wants to target. This box, although illuminated, would only stand out 2 inches from the side Airport walls streamlined in terms of safety and aesthetics.

## III. REVENUE PROJECTIONS:

The principle advantage of a successful award to Anderson Outdoor Advertising, Inc. would be our marketing capability. Our network of contacts at National Advertising Agencies as well as our membership of the Traffic Audit Bureau and Shelter Advertising Association has created an unparalleled marketing force in Key West and Monroe County.

This marketing strength has allowed us to generate and maintain some of the strongest shelter advertising rates in the Country. Which translates to higher lease revenue for the Key West International Airport. As evidence of this marketing ability, I point out that the first quarter check to the City Clerk from Anderson Outdoor Advertising, Inc., for lease revenues was in the amount of \$2,221.25. Although the occupancy is only 65% of total available, the lease revenue to the City is 31% above the projected revenue in our bid.



# ANDERSON

1104 Truman Avenue  
Key West, FL 33040  
305-541-1088

## IV. ADVERTISING RATE CARD

Using our Airport Advertising Rate Card we have based our projected revenue stream on a 50% occupancy level.

Lease Income Breakdown	Key West International Airport	50%
	(Minimum guarantee of \$1,200 monthly.)	
	Anderson Outdoor Advertising, Inc	50%

## V. COUNTY LEASE INCOME PROJECTION

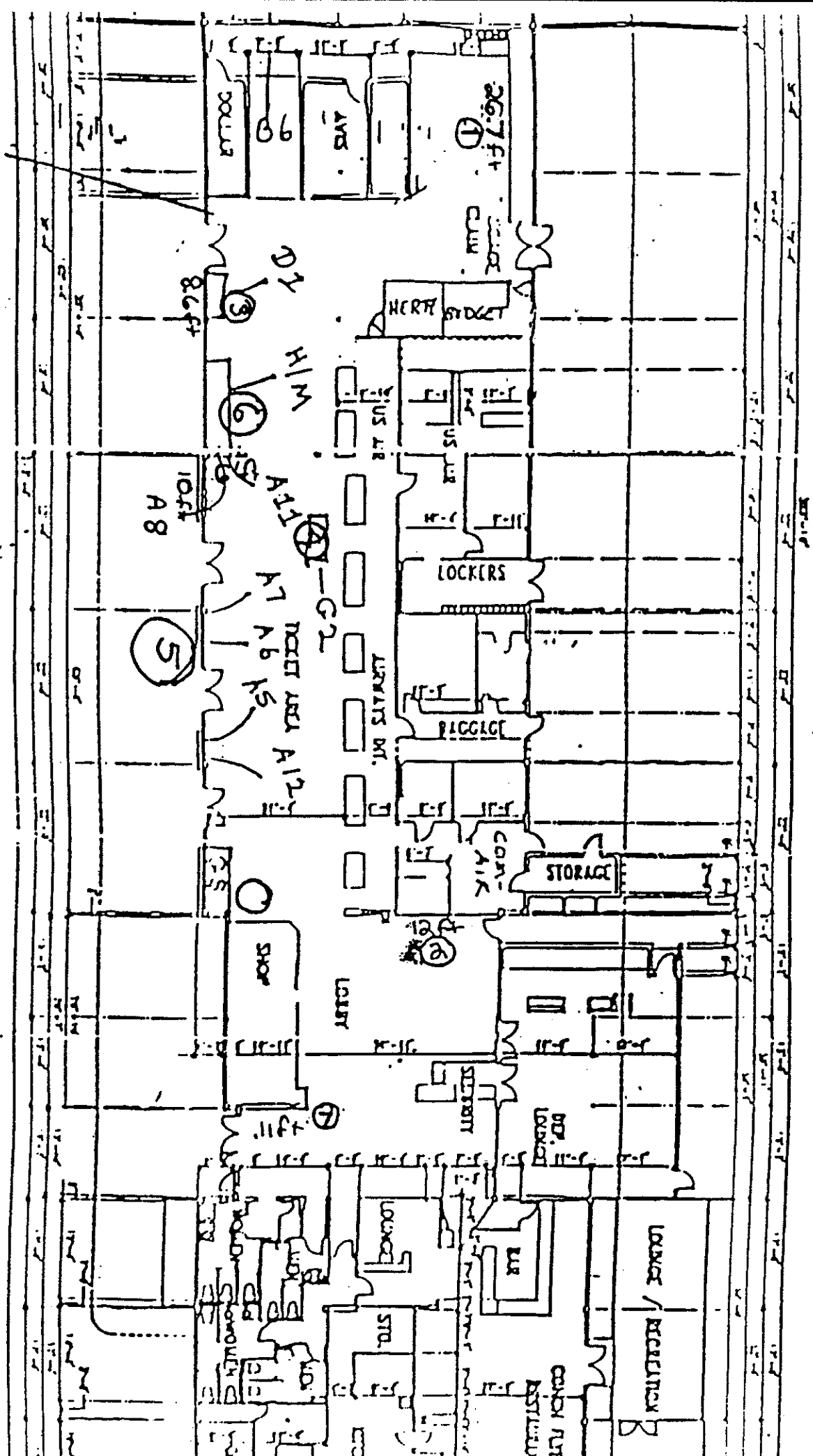
1.	Luggage Area: 5 panels, 3.5 x 5 at 700 per panel =	\$ 3,500 mo.
2.	Exiting Pathways: 3 panels, 3 x 5 at 500 per panel =	\$ 1,500 mo.
3.	Exit Door: 2 panels, 3.5 x 5 with phones at 900 each =	\$ 1,800 mo.
4.	Free Standing Round Ad Cylinder =	\$ 900 mo.
5.	A-5 thru A-11 Assorted Ad Panels from 2 x 4 to 4 x 6 =	\$ 2,000 mo.
6.	H/M Area will remain with brochures =	\$ 800 mo.
7.	Wall Area next to Exit Doors: 2 panels, 4 x 5	\$ 1,000 mo.
	<b>TOTAL</b>	<b>\$11,400</b>
	Projection Based on 50% Occupancy	<u>x 50%</u>
		<b>\$ 5,700</b>

50% Occupancy/Annual Projected Lease Income KWIA %	\$34,200
65% Occupancy/Annual Projected Lease Income KWIA %	\$44,460
85% Occupancy/Annual Projected Lease Income KWIA %	\$58,140

When comparing the different Airport Advertising proposals that the Key West International Airport will receive, it has to be understood that the value of any contract is only as good as the plan and people behind it







A EXISTING FLOOR PL

EXHIBIT "A"

ANDERSON

1104 Highway 100

Key West FL 33040

(305) 551-1100

Anderson Outdoor Advertising, Inc. took an obsolete, unsafe, non-illuminated, transit shelter program and turned it into the "State of The Art", prototype, transit shelter system for tomorrow. This program is the talk of the Shelter Advertising Industry.

Once again Anderson Outdoor Advertising, Inc. is ready to step in and bring to the Airport Advertising the same success we have created and maintained in our shelter program.

Our marketing approach is solid, our performance is proven, and the revenue projections are based on market reality not wishful thinking.

#### PAYMENT SCHEDULE:

Anderson Outdoor Advertising, Inc. will set up a program for all payments to be made on a monthly basis under an open book policy. We would ask for a five month "start up" waiver to get the project and receivable in place.

#### VI. MAINTENANCE CONTRACT:

Anderson Outdoor Advertising, Inc. is currently utilizing three Key West based independent contractors that handle the various maintenance requirements of our shelter program; Kawa Construction, is licensed general contractor, A Pressure Washer Depot, handles all the cleaning of glass, etc. John Fallon handles all advertising maintenance, such as changing copy, installing copy, and post public service announcements. Both companies have certificates on insurance on file and available, per your request.

#### LIABILITY AGREEMENT:

This requirement is somewhat vague. However, the insurance coverage required shall include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of the Contractor. (See Schedule "E").



**EXHIBIT 'C'**

**MONROE COUNTY, FLORIDA**

**INSURANCE GUIDE  
TO  
CONTRACT ADMINISTRATION**

**General Insurance Requirements  
for  
Suppliers of Goods or Services**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Vendor. As an alternative, the Vendor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Vendor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Vendor's failure to provide satisfactory evidence.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Vendor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Vendor's failure to maintain the required insurance.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be include as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approve by Monroe County Risk Management.

**GENERAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
\_\_\_\_\_**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

**\$1,000,000 Combined Single Limit (CSL)**

If split limits are provided, the minimum limits acceptable shall be:

**\$ 500,000 per Person  
\$ 1,000,000 per Occurrence  
\$ 100,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
\_\_\_\_\_**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

**\$100,000 Combined Single Limit (CSL)**

If split limits are provided, the minimum limits acceptable shall be:

**\$ 50,000 per Person  
\$100,000 per Occurrence  
\$ 25,000 Property Damage.**

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
\_\_\_\_\_**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

**\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee**

Coverage shall be maintained throughout the entire term of the contract.

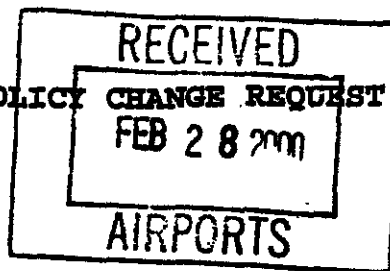
Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.



**AUTO POLICY CHANGE REQUEST**



POLICY NUMBER: 77N708916  
POLICY HOLDER: JOHN AND MICHELLE ANDERSON

DATE PREPARED: 02/24/00  
CHANGE EFF DATE: 02/24/00  
POLICY EFF DATE: 10/26/99  
POLICY EXP DATE: 04/26/00

THE UNDERSIGNED COMPANY AGREES TO EXTEND THE FOLLOWING COVERAGES AS RESPECTS THE DESCRIBED AUTOMOBILE(S) COMMENCING ON THE CHANGE EFFECTIVE DATE INDICATED. PENDING THE ISSUANCE OF A NEW DECLARATION PAGE OR THE EARLIER TERMINATION OF THESE COVERAGE(S) BY THE COMPANY OR THE POLICYHOLDER. THIS EXTENSION OF INSURANCE SHALL BE IN ACCORDANCE WITH THE TERMS OF THE COMPANY'S AUTO INSURANCE POLICIES AND MANUAL OF RATES AND CLASSIFICATIONS APPLICABLE IN THE STATE ON THE CHANGE EFFECTIVE DATE OF THIS CHANGE REQUEST. THIS COVERAGE MAY BE CANCELLED BY THE COMPANY BY MAILING WRITTEN NOTICE TO THE POLICYHOLDER STATING WHEN IN ACCORDANCE WITH ANY STATUTES OR POLICY TERMS SUCH CANCELLATION SHALL BE EFFECTIVE.

**NATIONWIDE MUTUAL FIRE INSURANCE CO.**

VEHICLE #2  
1995 FORD F150  
1FTEX14H4SKA86394

COMPREHENSIVE	250	
COLLISION	250	
PROPERTY DAMAGE	100000	
BODILY INJURY	50/100	
MEDICAL PAYMENTS	5000	
UNINSURED MOTORIST--BODILY INJURY	50/100	STACKED
PERSONAL INJURY PROTECTION	BASIC	

THIRD PARTY: ADDITIONAL INTEREST EMPLOYER  
MONROE COUNTY  
AIRPORT BUSINESS OFC  
3491 S ROOSEVELT BLV  
KEY WEST, FL 33040-5295

*John Darr IV*  
John Darr IV  
Nationwide Insurance  
2727-6 NW 43rd Street  
Gainesville, FL 32606  
PHONE (352) 338-0552

1114523

2/24/00  
DATE

CHECKS AND DRAFTS ARE RECEIVED SUBJECT TO COLLECTION ONLY.

JOHN AND MICHELLE ANDERSON  
9 AZALEA DRIVE  
KEY WEST, FL 33040-6206

# CERTIFICATE OF INSURANCE

RECEIVED

FEB 28 2000

AIRPORTS

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

**CERTIFICATE HOLDER:**

MONROE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
AIRPORTS BUSINESS OFFICE  
KEY WEST INTERNATIONAL AIRPORT  
3491 S ROOSEVELT BLVD  
KEY WEST, FL 33040

**INSURED:**

ANDERSON  
JOHN  
DBA-ANDERSON ADVERTISING  
1104 TRUMAN AVENUE  
KEY WEST, FL 33040

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<b>LIABILITY</b>	77-PR-492060-3001	08-07-99	08-07-00	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury				Any One Person/Org ..... \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON ..... \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 50,000
<input type="checkbox"/> Other Liability				General Aggregate* ..... \$ 1,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b>				
<input type="checkbox"/> BUSINESS AUTO	<div style="text-align: center;"> <p>MOVED BY 2/28/00</p> <p><i>[Signature]</i></p> <p>DATE <u>2-29-00</u></p> <p>WAIVER: <input checked="" type="checkbox"/> YES</p> </div>			Bodily Injury (Each Person) ..... \$
<input type="checkbox"/> Owned				Bodily Injury (Each Accident) ..... \$
<input type="checkbox"/> Hired				Property Damage (Each Accident) ..... \$
<input type="checkbox"/> Non-Owned				Combined Single Limit .... \$
<b>EXCESS LIABILITY-</b>				
<input type="checkbox"/> Umbrella Form	<div style="text-align: center;"> <p>cc: Carl</p> <p>Gile</p> <p>Beverly Moore</p> </div>			Each Occurrence ..... \$
				Prod/Comp Ops/Disease Aggregate* ..... \$
<b>STATUTORY LIMITS</b>				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE ..... \$
				Bodily Injury by Disease POLICY LIMIT ..... \$

DATE 2/28/00  
INITIAL [Signature]

DESCRIPTION OF OPERATIONS/LOCATIONS  
VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
THE MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS IS LISTED  
AS ADDITIONAL INSURED

Effective Date of Certificate: 08-07-1999  
Date Certificate Issued: 02-24-2000

Authorized Representative: John M Darr IV  
Countersigned at: Nationwide Insurance  
2727-6 NW 43rd Street

*[Signature]*

# CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

**CERTIFICATE HOLDER:**

COUNTY OF MONROE  
BOARD OF COUNTY COMMISSIONERS  
AIRPORTS BUSINESS OFFICE  
KEY WEST INTERNATIONAL AIRPORT  
3491 S ROOSEVELT BOULEVARD  
KEY WEST, FL 33040

**INSURED:**

ANDERSON  
JOHN  
DBA-ANDERSON ADVERTISING  
1104 TRUMAN AVENUE  
KEY WEST, FL 33040

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-PR-492060-3001	08-07-99	08-07-00	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury	MUTUAL FIRE INSURANCE CO.			Any One Person/Org ..... \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON ..... \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 50,000
				General Aggregate* ..... \$ 1,000,000
				Prod/Comp Ops Aggregate* . \$ 1,000,000
<input type="checkbox"/> Other Liability				

AUTOMOBILE LIABILITY	LIMITS OF LIABILITY
<input type="checkbox"/> BUSINESS AUTO	
<input type="checkbox"/> Owned	Bodily Injury (Each Person) ..... \$
<input type="checkbox"/> Hired	(Each Accident) ..... \$
<input type="checkbox"/> Non-Owned	Property Damage (Each Accident) ..... \$
	Combined Single Limit .... \$

EXCESS LIABILITY	LIMITS OF LIABILITY
<input type="checkbox"/> Umbrella Form	Each Occurrence ..... \$
	Prod/Comp Ops/Disease Aggregate* ..... \$

STATUTORY LIMITS	LIMITS OF LIABILITY
<input type="checkbox"/> Workers' Compensation and	BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability	Bodily Injury by Disease EACH EMPLOYEE ..... \$
	Bodily Injury by Disease POLICY LIMIT ..... \$

DESCRIPTION OF OPERATIONS/LOCATIONS  
VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS IS LISTED AS AN ADDITIONAL INSURED ON POLICY

DATE

Effective Date of Certificate: 08-07-1999  
Date Certificate Issued: 12-13-1999

Authorized Representative: John M Darr IV  
Countersigned at: Nationwide Insurance  
2727-6 NW 43rd Street

**MONROE COUNTY, FLORIDA****Request For Waiver  
of  
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: ANDERSON OUTDOOR ADVERTISING

Contract for: KWIA ADVERTISING AGENT

Address of Contractor: 1104 TRUMAN AVENUE

KEY WEST, FL 33040

Phone: 294-9556

Scope of Work: OBTAIN & MAINTAIN ADVERTISING DISPLAYS

Reason for Waiver: EXEMPTED FROM WORKER'S COMP - NO EMPLOYEES

Policies Waiver  
will apply to: WORKERS COMPENSATION/EMPLOYERS LIABILITY

Signature of Contractor: 

Approved:  Not Approved: \_\_\_\_\_

Risk Management 

Date 9/3/96

County Administrator appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

JOHN H. ANDERSON  
President

# ANDERSON

OUTDOOR ADVERTISING, INC.

1104 Truman Avenue  
Key West, FL 33040  
(305) 294-5479

September 22, 2004

Ms. Bevette Moore  
Airport Business Administrator  
Key West International Airport  
3491 S. Roosevelt Boulevard  
Key West, Florida 33040

Re: Advertising Agreement Renewal

Dear Bevette:

In accordance with your request, this letter formally conveys my intention of renewing the option on my contract.

I can only hope that the airport is as happy with me and the job I have done, as I am with working the airport. My experience working with all of you there has been nothing but positive.

I look forward to the opportunity of meeting with you in the near future.

Sincerely,

  
John H. Anderson

